

United States District Court  
Southern District of Texas  
Corpus Christi Division

United States Courts  
Southern District of Texas  
FILED

JUN 15 2020

David J. Bradley, Clerk of Court

Ms Bobbie David Haverkamp  
Plaintiff

vs

Civil Action 2:17-CV-18

CMHC of UTMB  
Defendants

Objection to  
D.E. 158  
Motion to Dismiss

To the Honorable JUDGE of Said Court,

Now Comes,  
Ms Bobbie, A/K/A the Plaintiff and objects to  
D.E. 158 on Contract Grounds under Gill-v-  
Reed 381 F3d 649, 664.

Argument to Support  
the Plaintiff's Position

The Plaintiff needs the Court to AWARE

that per Bill-V-Reed, supra the plaintiff may rely on the treating physician Dr. Farley and Dr. Meyers to establish the Standard of Care and treatment plan even if that physician is an Agent of the Defendants.

On Oct 17, 2014 Dr. Myer establish that the Plaintiff had to be on hormones one-year and would obtain reassignment surgery if in fact the Plaintiff accepted.

The Plaintiff accepted

The only ones involved, Doctor Penn, Dr. Lithicum, Dr. Meyers.

Let's fast forward, Jan 2017 the Plaintiff sued Dr. Lithicum and Dr. Penn for Equal Protection, Sex-Stereotyping and Breach of Care/Contract

Under Phillips-v-Seibeling Rubber<sup>①</sup>, the law quite clear, as men bind themselves so they must stand bound, and when the terms of contract are free from ambiguity and not such as are against policy of law to enforce the established the rights of the parties in subject matters which will be enforced by the Courts

① 278 SW 2d 393

The 5th Circuit never ruled SRS was illegal in Texas, so the personal physician / patient contract isn't against the policy of law.

The terms of the contract are clear  
12 months or however you will receive SRS.

The Court is well aware Dr. Meyers said,  
UTMB is going to have to do SRS, its inevitable.

The Court has letters on file since  
Jan 2017 all the way to Jan 2019 that  
establishes SRS and the treatments that were  
taken place to get to SRS.

6  
Seward/Union Pump, Texas Law general  
rule of construction is that a contract  
is to be strictly construed against the  
party preparing the document.

The Defendants brought SRS to me,  
I thought about it 5 days — accepted  
the treatment plan for SRS.

The CMHC was put on the civil action by Mag. Judge Ellemeghan, Texas Attorney General's Attorneys Wiley, RHEA and Cunningham, the CMHC was supposed to be able to provide relief.

The CMHC was bound to the treatment plan that was in place since Oct 2014.

Now, we have new members, the contract still is in effect and binds the CMHC to the terms of 12 months on Hormones then SRS since Oct 2014.

D.E. 158 may move to the left — move to the right but no motion to dismiss allows the CMHC to anything other than to the terms of the contract.

Your Honor D.E 158 is moot under the terms of Phillips/Serbeling Rubber, Dismissal is moot, CMHC has a contract.

They need to fill it.

Dismiss the Motion.

So Prays the Plaintiff  
Ms Bobbie

June 19, 2020

## Certification of Service

The Clerk is ask to send a copies  
of this motion to

Texas Attorney General - Corbello  
PO. 12548

Austin, Texas

78711-2548

and

Rights Behind Bars

Samuel Weiss - Attorney

416 Florida Avenue NW 26152

Washington, D.C.

20001

So serves the Plaintiff, June 10, 2020

Ms Robb

# 202013